**UNITED STATES OF AMERICA**

**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**WEAVEXX, LLC**

**and**

**TEAMSTERS LOCAL UNION 984** **Case 15-CA-119783**

# COUNSEL FOR THE GENERAL COUNSEL'S ANSWERING BRIEF TO RESPONDENT'S EXCEPTIONS

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Dated: November 5, 2015

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## I. Introduction

Administrative Law Judge William Nelson Cates (Judge Cates) heard this case in Starkville, Mississippi on June 4, 2015. He issued a decision on August 6, 2015, in which he found Respondent violated Section 8(a)(5) of the Act by unilaterally changing employee pay days and pay cycles from every Thursday to every other Friday. Judge Cates rejected Respondent's defense that its conduct was privileged by the general language of a management rights clause. Judge Cates found deferral to an arbitration decision was not appropriate, because the arbitrator upheld Respondent's implementation of changes to its pay frequency by relying on "extra-contractual" rights, and because the arbitrator failed to consider the changes to employee pay days.

This Answering Brief is being filed in response to 39 Exceptions filed by Weavexx LLC (Respondent) to findings made by Judge Cates. In its Exceptions, Respondent contends Judge Cates erred when he found Respondent unilaterally changed employee pay days and pay cycles in violation of Section 8(a)(5) of the Act.

Respondent excepted to Judge Cates' findings: (1) that the collective-bargaining agreement did not permit Respondent to implement changes to employee pay days and pay cycles without notice to the Union, and without providing the Union with an opportunity to bargain over those changes and the effects of the changes; (2) that the arbitration decision was repugnant to the Act and palpably wrong because the arbitrator concluded Respondent had an "extra-contractual" right to make changes to employee pay cycles without providing the Union with notice and an opportunity to bargain about the changes and their effect; and (3) that it was not appropriate to defer to an arbitration decision because the arbitrator failed to address the

issue of changes to employee pay days. This Answering Brief will address the issues raised by Respondent and reveal that Respondent's exceptions lack merit.

At its plant in Starkville, Mississippi, Respondent manufactures a type of cloth that covers the rollers on paper-manufacturing machines, and employees approximately 200 employees. (ALJD 2, 26-29, 3, 16; R. Brief, 4).[1] Respondent is a subsidiary of Xerium Technologies, Inc. (ALJD 1, R. Brief, 4). The Charging Party Union has represented employees at the Starkville facility since 1966. (ALJD 3: 6-14). There is a collective-bargaining agreement in effect between the parties which expires on March 20, 2016. (ALJD 3: 17-18).

At the time of the alleged unilateral changes, Terry Lovan was president of Local 984 of the Union, Fara Sue Brooks was the chief steward, Darryl Grace was the swing shift steward, Bruce Spencer was first shift shop steward, and Kenny Jackson was the second shift shop steward. (ALJD 4, fn. 10). Ross Johnstone was the plant manager of Respondent's facility, and Jennifer Lanier was its human resources generalist. (GCX 16, ¶7).

## II. Lanier was an admitted agent of Respondent (Exceptions 1 and 3)

Many of the facts in this matter are undisputed. Respondent presented no witnesses at the hearing. (Tr. 90). The record includes a four-page stipulation that sets out a considerable number of the pertinent events in this matter. (GCX 16). Respondent's Answer admitted that Johnstone was a supervisor, and that Johnstone and Lanier were agents of Respondent. (R. Amended Answer: 1, GCX 1(j); R. Answer: 1, GCX 1(g)).

## III. Judge Cates correctly found Respondent violated 8(a)(5) by unilaterally changing pay days and pay cycles (Exceptions 2, 4, 5, 6, 7, 38, 39)

[1] All references to the hearing transcript and exhibits are as follows: Administrative Law Judge's Decision - ALJD page: line(s); Transcript - Tr. page(s); General Counsel Exhibits - GCX; and Respondent Exhibits - RX. References to Respondent's Answer to the Complaint, Amended Answer to the Complaint, Brief to the ALJ, Exceptions to the ALJD and Brief in Support of its Exceptions are: Respondent's Answer - R. Answer: page; Respondent's Amended Answer - R. Amended Answer: page; Respondent's Brief to the ALJ - R. ALJ Brief: page; Respondent's Exceptions - R. Exc.: page; Respondent's Exceptions Brief - R. Exc. Brief: page.

On November 6, 2013, Johnstone and Lanier announced to Union officials Lovan, Brooks, Grace, Spencer and Jackson that, effective January 1, 2014, Respondent would change employee pay cycles from weekly to biweekly (every two weeks), and that pay days would be every other Friday instead of every Thursday. (ALJD 4: 1-10). Johnstone told the Union the change would be implemented, and nothing the Union did would prevent it. (Tr. 71; GCX 11, p. 36).

It is undisputed that the collective-bargaining agreement contains no reference to employee pay days or pay cycles. (GCX 2; RX 1, p. 4). During the parties' 2011 contract negotiations, Union President Lovan suggested including pay cycles and pay days in the contract. Ironically, Johnstone told Lovan that no changes other than the already negotiated changes would be implemented during the contract term. (Tr. 54, 59-61). Lovan's testimony was uncontradicted, although Lanier testified at the hearing, and Johnstone still worked for Respondent in another capacity at the time of the hearing. (Tr. 31-50; GCX 16, ¶32).

It is undisputed that Respondent paid its bargaining unit employees every Thursday for at least 12 years before it changed its pay cycle. (RX 1, p. 7; GCX 16, ¶5). It is undisputed that changes to employees' pay cycle from weekly to biweekly, and pay day from Thursday to Friday, are mandatory subjects of bargaining. (GCX 16, ¶¶ 13, 14). Moreover, Respondent did not tell the Union there were exigent circumstances that necessitated the implementation of changes. During the trial, Respondent did not contend such exigent circumstances existed at the time the changes were implemented. (ALJD 4: 8-12; Tr. 37-38, 71; GCX 16, ¶12).

The Union did not agree to Respondent's announced changes to employee pay cycles or pay days. (GCX 16, ¶17). It is undisputed Respondent did not afford the Union the opportunity to bargain about the implementation of the changes, and has never offered the Union the

opportunity to bargain about the changes or their effect. (ALJD 4: 12-15; GCX 16, ¶18). The parties stipulated that for the purposes of the hearing, the changes to employee pay cycles from weekly to every other week, and from Thursdays to Fridays, were material, significant and substantial changes. (ALJD 4, fn. 10; GCX 16, ¶¶15, 16).

Based on the undisputed facts set out above, Judge Cates correctly found Respondent violated Section 8(a)(5) by unilaterally changing its long-established past practice of paying employees every Thursday, to a biweekly pay cycle which paid them every other Friday. *NLRB v. Katz*, 360 U.S. 736 (1962) (employer violates Section 8(a)(5) if it makes changes to wages, hours or other terms and conditions of employment without first notifying the union and the giving the union an opportunity to bargain about those changes). Here, Respondent's long-established practice of paying employees every Thursday had become a term and condition of employment. *National Steel & Shipbuilding Co.*, 348 NLRB 320, 323 (2006), enfd. mem. 256 Fed. Appx. 360 (D. C. Cir. 2007). Judge Cates correctly found Respondent "simply announced" changes to employee pay cycles and pay days "without any effort to bargain with the Union." (ALJD 6: 10-11). Presenting the Union with a fait accompli did not fulfill Respondent's obligation to provide the Union with adequate notice and an opportunity to bargain about the changes. *NLRB v. Walker Construction Co.,* 928 F.2d 695 (5th Cir. 1991), enfg. 243 NLRB 972 (1979) (notice of change to wages, hours or working conditions must be timely and provide an opportunity to bargain).

Relying on the parties' stipulations and Board precedent, Judge Cates found employee pay days and pay cycles are mandatory subjects of bargaining, and the changes to employee pay days and pay cycles were material, substantial and significant. (ALJD 6: 11-13). Respondent was aware the changes to employee pay days and pay cycles would cause hardships to

employees, but told the Union and its employees the decision to implement the changes was "unequivocal," and would not be negotiated. (Tr. 40, RX 1, p. 5). Testimony from employees established the material, substantial, significant and harmful impact of Respondent's unyielding position. The Union's former chief steward, Mitchell Jones, told the arbitrator how the change to pay cycles disrupted employee payments to lenders, Union Steward Darrell Grace testified regarding hardships with his loan payments, and Union Steward Bruce Spencer testified he incurred late charges as a result of the changes. (GCX 11, p. 12; Tr. 73, 81). Jones filed a grievance protesting the changes to pay cycles from weekly to biweekly on November 18, 2013. (GCX 5). As a measure of employee distress at the announced changes, 136 other employees, in a unit of 200 employees, filed similar grievances. (Tr. 40, 42, 86; GCX 16, ¶¶2, 20, 21)

As a result of the aforementioned facts established at the hearing, Judge Cates rightly found employees' pay days and pay cycles were mandatory bargaining subjects, that Respondent implemented substantial, significant and material changes to those mandatory subjects, and the implementation of those changes without affording the Union notice or an opportunity to bargain over its decision or effects violated Section 8(a)(5) of the Act. (ALJD 6: 22-24). *Abernethy Excavating*, 313 NLRB 68, 68 fn. 1 (1993) (unilateral change of pay day from Thursday to Friday violative); *King Radio Corp*., Inc., 166 NLRB 649, 654 (1967) (unilateral change from weekly to biweekly pay violative).

## IV. Judge Cates correctly found the management rights clause did not waive the Union's right to notice and an opportunity to bargain (Exceptions 12, 13, 14, 16)

In response to the grievances filed by Mitchell Jones and his co-workers, Respondent denied the grievances with an answer that reads in part: "The change to biweekly payroll schedule is a legitimate exercise of the Company's management rights under Article III of the

contract." (GCX 16, ¶24). Article III of the collective-bargaining agreement is the management rights clause.

Judge Cates correctly found Respondent could not defend its unilateral changes by standing behind the contract language. (ALJD 7: 16-21). Judge Cates pointed out the long-standing Board rule that a waiver of the Union's statutory bargaining rights must be "clear and unmistakable," citing the long-established precedent discussed in *Johnson-Bateman Co.*, 295 NLRB 180, 194 (1989). Judge Cates addressed in particular the language of Article III, Section 4, which reads: "The Employer retains all authority not specifically abridged, delegated or modified by the Agreement." (ALJD 7: 6-10). Judge Cates correctly held the language was "too broad and vague" to find the Union "clearly and unmistakably waived" its right to bargain over working conditions which were not set forth in the contract, such as the matters at issue in this case -- employee pay days and pay cycles. (ALJD 7: 16-21).

**V. Judge Cates correctly found deferral was not appropriate (Exceptions 15, 35)**

Under the legal standard applicable to the instant matter, the Board will defer to the arbitration award when (1) the arbitration proceedings are fair and regular; (2) all parties agree to be bound; (3) the arbitrator must have considered the unfair labor practice issue and (4) the arbitral decision is not repugnant to the purposes and policies of the Act. *Spielberg Mfg. Co*., 112 NLRB 1080 (1955). The Board deems the unfair labor practice issue adequately considered if (1) the contractual issue is factually parallel to the unfair labor practice issue, and (2) the arbitrator was presented generally with the facts relevant to resolving the unfair labor practice issue. *Olin Corp*., 268 NLRB 573 (1984). An arbitration award is clearly repugnant if it is "palpably wrong" and is "not susceptible to an interpretation consistent with the Act." *Olin Corp*., 268 NLRB at 574.

**A. Allegations not considered by the arbitrator are not subject to deferral (Exceptions 1, 32, 33, 34, 36, 37)**

Judge Cates properly found the arbitrator did not consider the complaint allegation that Respondent unlawfully changed pay days from Thursdays to Fridays. (ALJD: 8:25-33). He therefore concluded it would be improper to defer to an arbitration decision that did not consider that allegation. (ALJD: 8: 33-34). The arbitrator in this matter did not consider one of the two unfair labor practice allegations set forth in the complaint, whether Respondent violated the Act by unilaterally changing employee pay days from Thursdays to Fridays. Because one of the complaint allegations was not considered by the arbitrator, Judge Cates correctly found it would be inappropriate to defer to the arbitration decision on that issue. (ALJD 8:33-34). *Professional Porter and Window Cleaning Co*., 263 NLRB 1496 (1982) (Board did not defer because statutory issue not presented to arbitrator).

Respondent argued that the Union engaged in "trickery" by intentionally hiding the issue of the changed pay days from the arbitrator. (R. Exc. Brief: 21-23). Respondent suggested that as punishment for the Union's "misbehavior," the Board should either dismiss the complaint allegation, or defer to the arbitrator's decision on the "contractually indistinct" pay cycle change. (R. Exc. Brief: 23). Respondent's arguments are not supported by the facts or legal precedent. Respondent's accusation that the Union "intentionally withheld" the payday change from the arbitrator is unfounded. (R. Exc. Brief: 21). There is no evidence of any misconduct by the Union in any regard.

Respondent contends, "The Union clearly had knowledge at the arbitration hearing that the arbitration would not address both issues." (R. Exc. Brief: 21). Indeed, Respondent's contention applies with even more force to Respondent, since Respondent is asking the Board to defer to the arbitration decision for that issue. When 137 employees filed grievances to protest

the announced changes, those grievances objected to changing employee pay cycles from "one week to two weeks," without reference to the change to their pay day from Thursday to Friday. (GCX 5). Respondent denied those grievances on December 9, 2013. (GCX 7). Three weeks later, the Union filed the initial charge in this proceeding, alleging Respondent unlawfully implemented two unilateral changes -- "by moving from a weekly to biweekly pay cycle and by changing the day employees are paid from Thursday to Friday." (GCX 1(a)). Thus, Respondent knew the unfair labor practices alleged by the Union included employee pay cycles *and* pay days.

Respondent was again apprised that two unilateral changes were alleged by the Union as unlawful, when the Union filed an amended charge on March 19, 2015. (GCX 1(c)). The amended charge in this matter revised the date of implementation of the unilateral changes, but again alleged Respondent changed both the pay cycle and pay days in violation of Section 8(a)(5). Id. By virtue of these charges, Respondent received adequate notice of the two unfair labor practice allegations. The Region issued a letter dated March 31, 2014, to Respondent, agreeing to defer the two charge allegations to the parties' grievance and arbitration procedure. (GCX 10). The letter set out the charges for deferral as "unilateral changes regarding moving from a weekly to biweekly pay cycle *and moving the day employees are paid from Thursday to Friday*." Id. (emphasis added).

Respondent participated in the arbitration hearing on April 25, 2014, presented evidence, questioned witnesses, and had every opportunity to make certain all issues were addressed by the arbitrator. (GCX 11). Respondent filed a post-hearing brief to the arbitrator. (RX. 1). Despite being notified that two unfair labor practice allegations were subject to deferral, Respondent did not take action to ensure the arbitrator considered both allegations. At the arbitration and in its

brief to the arbitrator, Respondent failed to make any reference to the allegation concerning its unlawful change to pay days from Thursdays to Fridays. Respondent's attempt to suggest the Union bears responsibility for the arbitrator's failure to consider the changed pay days is preposterous. Respondent's plea to "deny the Union the benefits of its misbehavior" improperly seeks to deflect blame for its own failure. (R. Exc. Brief: 23).

Alternatively, Respondent asserts that Judge Cates should not have considered the change to employee pay days as a different violation than the change from a weekly to biweekly pay cycle. Respondent argued Respondent's change of pay days from Thursday to Friday is not "a separate and distinct violation from the pay period change." (R. Exc. Brief: 23). The two allegations are "contractual twins," according to Respondent. (R. Exc. Brief: 23). Thus, Respondent contends the arbitrator was presented with the "same arguments and defenses" with respect to employee pay cycles as it would have presented with regard to employee pay days. (R. Exc. Brief: 22). In making this argument, Respondent ignores that Judge Cates found the arbitrator's decision on the changed pay cycles to be repugnant to the Act and palpably wrong. (ALJD: 9:33, 10:1)

However, even if Respondent had only changed employee pay days from Thursdays to Fridays, Respondent was obligated to notify the Union it intended to change pay days from Thursday to Friday, and to bargain with it with respect to the change and its effects. *Abernethy Excavating*, 313 NLRB 68, 68 fn. 1 (1993). Respondent's argument is dismissive of its bargaining obligation to the Union, and minimizes the importance of adherence to past practices, particularly with regard to matters related to employee pay. Respondent was so unconcerned with an issue of great importance to its employees that it failed to present any evidence to the arbitrator regarding its unilateral change to its employee pay days. The fact is the arbitrator was

not presented with the change to the employees' pay day from Thursday to Friday, and therefore did not consider the change, nor address the change, when issuing his decision. Accordingly, Judge Cates was correct not to defer to the arbitrator's decision on a matter that was not considered, and therefore absent from the decision.

Finally, Respondent requested the Board to dismiss the complaint allegation to punish the Union its "avoidance of arbitration." (R. Exc. Brief: 23). Respondent submits that the Union did not pursue the issue to arbitration and Board policy requires dismissal "where a union does not pursue a grievance through arbitration." This argument conflates the dismissal of a charge with the dismissal of a post-arbitration complaint allegation. NLRB policy requires the dismissal of a charge allegation where the charge has been deferred to the contractual arbitration procedure, but the union fails to take the charge allegation to an arbitrator. That policy does not apply here. In the instant matter, the Union processed the charge allegations through the arbitration procedure. A complaint issued post-deferral because the arbitrator's decision is inconsistent with the Board's deferral policies.

**B. The arbitration decision is repugnant to the Act (Exceptions 8, 9, 10, 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31)**

In its Exceptions brief, Respondent argued the arbitrator's decision "as a whole" is "susceptible to an interpretation consistent with the Act." (R. Exc. Brief: 8). To the contrary, Judge Cates correctly found the arbitrator's decision is clearly repugnant to the Act, "in that it is based on extra-contractual management prerogatives not susceptible to an interpretation consistent with the Act and is palpably wrong." (ALJD 9: 31-33). Respondent contended Judge Cates should have read the decision to support Respondent's position that (1) Section 58 of the contract provides that grievances must be based on contract terms; (2) pay periods are not included in the contract; (3) the "reserved rights" language in Sections 3 and 4 of the contract

privileged Respondent implement unilateral changes to pay periods, and (4) its reliance on its "reserved rights" permitted deferral. Judge Cates, however, accurately understood that the arbitrator denied the Union's grievance because he crafted an extra-contractual privilege that "the change to the pay period was a managerial decision." (GCX 9, p. 8). The arbitrator rejected the Union's evidence that a past practice existed which precluded Respondent from making the grieved change without notifying and bargaining with the Union. (GCX 9, p. 8). Further, and in contrast with Respondent's position in its brief, the arbitrator did not find Section 58 of the contract required grievances to be defined by contract terms. The arbitrator acknowledged that Respondent took this position during the arbitration. (GCX 9, p. 6). However, the arbitrator did not accept Respondent's position or agree with it. The arbitrator only found Section 58 precluded Respondent from "making any additions to the Agreement unless both parties are in mutual understanding." (GCX 9, p. 7). The arbitrator then considered the absence of language referring to the pay periods in the collective-bargaining agreement, and found that absence allowed Respondent's "institutional change" to the pay periods. (GCX 9, p. 8). Similarly, the arbitrator noted Respondent's position during the arbitration that contract Sections 3 and 4 allowed it to implement the change without bargaining, but made no other reference to those contract provisions. (GCX 9, p. 5). The arbitrator did not rest his decision on the management rights clause or any other contract provision. Instead, as Judge Cates accurately concluded, the arbitrator rested his decision on what he described as Respondent's "managerial discretion" to change employee pay periods. (ALJD: 8:36-40).

The arbitrator did not consider the Union's arguments to a greater extent than he considered Respondent's positions. He rejected the Union's contention that the long-established weekly pay cycle imposed a requirement that Respondent bargain with the Union before

changing it. (GCX 9, p. 4). Additionally, he completely rejected considering the statutory issue. "I'm only concerned with what's in the contract," he said at the arbitration. (GCX 11, p. 34). Under Board law, however, collective-bargaining agreements include implied terms established through past practice as well as the express terms of the agreement. *United Steelworkers of America, v. Warrior & Gulf Navigation Co*., 363 U.S. 574, 579, 581-582 (1960) ("industrial common law" is a part of the contract though not expressed in it).

The arbitrator never looked at the past practice of paying employees every Thursday as a mandatory subject of bargaining that Respondent unilaterally changed. When he considered the issue of past practice, the arbitrator consulted a book on arbitration called "How Arbitration Works." (GCX pp. 7-9). Relying on that book, he determined the standard for finding a past practice was whether it was "clearly discernible." (GCX 9, p. 8). He considered that employees received the same compensation whether they were paid weekly or biweekly, and thus "suffered no hardship." (GCX 9, p. 8). The arbitrator did not address the statutory issue of whether employee hardships meant the changes to the pay cycles were material, substantial and significant. He did not address the hardships suffered by employees, except to reject the entire concept that employees were harmed by the change. Finding the change imposed no hardship on employees, the arbitrator concluded that a past practice concerning pay periods was not "clearly discernible," and thus could be changed by Respondent. (GCX 9, p. 8).

The arbitrator did not consider the statutory issue of whether the Union waived its right to bargain over the changes announced by Respondent. He completely ignored the long-established statutory burden on Respondent to prove that any contractual waiver was explicitly stated, clear and unmistakable. *Allied Signal Aerospace*, 330 NLRB 1216, 1228 (2000), review denied 253 F.3d 125 (D. C. Cir. 2001) (union did not waive statutory right to bargaining regarding

mandatory bargaining subject even after termination of contract). By substituting extra-contractual managerial rights for the Union's statutory rights, the arbitration decision eliminated the Union's right to bargain about mandatory subjects.

The arbitrator used other extra-contractual factors in reaching his decision. He determined the change to pay periods was not "excessive or unnecessary," and was "presumed" to be implemented "for the purpose of improving efficiency." (GCX 9, p. 9). There is no language in the parties' contract that permits changes so long as they are not "excessive or unnecessary." No Board precedent finds those factors would permit a unilateral change. Those factors were supplied by the arbitrator. Then, considering those factors, the arbitrator held that the "Company's use of managerial discretion was proper and should not be seen as a violation of past practice." (GCX 9, p. 9).

When the arbitrator rested his decision on "managerial discretion," he disregarded the contract as well as long-established Board law. For example, where an arbitrator found an employer's change to an attendance policy was permissible pursuant to a "basic management prerogative," the Board held deferral was not appropriate. *Columbian Chemicals Co*., 307 NLRB 592 (1992), enfd. mem. 993 F.2d 1536) (4th Cir. 1992) (no deferral where arbitrator did not rely on management rights clause but instead relied on a general management prerogative). Similarly, the Board refused to defer to an arbitrator's decision that relied on a "residual management rights theory" to uphold an employer's unilateral implementation of an attendance policy. *Ciba-Geigy Pharmaceuticals*, 264 NLRB 1013 (1982), enfd. 722 F.2d 1120 (3rd Cir. 1983). Cf. *Smurfit-Stone Container Corp.*, 344 NLRB 658, 659-660 (2005) (arbitrator relied on a management rights clause *as well as* a theory of inherent managerial rights, so decision was "at least susceptible" to an interpretation consistent with the Act) (emphasis added).

Deferral is not appropriate where the foundation of the arbitration decision rests on a "basic management prerogative" or "a residual management theory" alone, and fails to consider the statutory claim or contract language. *Columbian Chemicals Co*., supra; *Ciba-Geigy Pharmaceuticals*, supra. For that reason, deferral is not appropriate here. In the instant matter, the arbitrator did not consider the contract language, and disregarded Respondent's arguments that he should do so. The arbitrator failed to consider the statutory claim as well. He failed to consider the parties' bargaining history, and their discussion of potential changes to the contract during their 2011 negotiations. The arbitrator rejected considering the long-established past practice of paying employees every Thursday as an established term of employment. Moreover, he never considered whether the Union waived its right to bargain about changes to working conditions such as pay frequency.

Instead, the arbitrator improperly rested his decision on "managerial discretion." The arbitrator concluded Respondent possessed an "extra-contractual" right to implement substantial, significant and material changes to a mandatory bargaining subject without providing the Union with notice and an opportunity to bargain. Accordingly, Judge Cates correctly concluded the arbitration decision "is not susceptible to an interpretation consistent with the Act and is palpably wrong." (ALJD 9: 31-33).

## VI. Conclusion

A review of the record establishes that Judge Cates properly concluded Respondent violated 8(a)(5) by implementing unilateral changes to the pay days and pay cycles of its employees. General Counsel submits Respondent presents no arguments or legal authority that would warrant reversing Judge Cates' findings and conclusions. Accordingly, the Board should

affirm the Judge's findings and conclusions and should adopt the present findings and remedies addressed in Judge Cates' recommended Order.

Dated this 5th day of November, 2015.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on November 5, 2015, a copy of Counsel for the General Counsel's Answering Brief to Respondent's Exceptions was electronically filed via the NLRB E-filing system with the Board's Executive Secretary.

I further certify that on November 5, 2015, a copy of the Counsel for the General Counsel's Answering Brief to Respondent's Exceptions was served via e-mail on the following:

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